GOVERNMENT OF KARNATAKA

BRUHATH BENGALURU MAHANAGARA PALIKE

EXPRESSION OF INTEREST
FOR
IMPLEMENTING MASS DOG VACCINATION (MDV)
IN STRAY DOGS IN 8 ZONES OF BBMP
(EAST, WEST, SOUTH , DASARAHALLI, RAJARAJESWARI NAGR,BOMMANAHALLI, MAHADEVAPUR, YELAHANKA)

- EOI No. **BBMP/2024-25/SE1014**

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EOI SCHEDULE

1.	EOI Reference No.	:	**BBMP/2024-25/SE1014**
2.	Date of Commencement of Issue of EOI Document from JD office	:	From 22/10/2024
3.	EOI Inviting Authority	:	Joint Director (Animal Husbandry), BBMP.
4.	EOI Accepting Authority	:	Chief Commissioner, BBMP.
5.	Last Date and Time for uploading Online Queries through Karnataka public Procurement website https://kppp.karnataka.gov.in/	:	up to 28/10/2024 5:00pm
6.	Date and Time of Pre-bid Meeting	:	29/10/2024 at 12:30 PM at the following venue: Office of the JD(AH), Ground floor, Annex-3, N.R. Square, Bangalore-02
7.	Last Date and Time for uploading of EOI to Karnataka public Procurement website https://kppp.karnataka.gov.in/	:	up to 22/11/2024 5:00 PM
8.	Date and Time of Opening of EOI	:	25/11/2024 11:00am
9.	Place of Opening of EOI	:	Online Karnataka public Procurement website https://kppp.karnataka.gov.in/
10	Address for Communication	:	Joint Director (Animal Husbandry), N.R.Square, Bangalore-02. Email: jointdirector01@gmail.com

SECTION I – LETTER OF INVITATION

BRUHATH BENGALURU MAHANAGARA PALIKE

Dear Service Providers,

1. BBMP JOINT DIRECTOR (ANIMAL HUSBANDRY), invites EOI for IMPLEMENTING MASS DOG VACCINATION (MDV),(ARV, Combined Vaccine and Microchipping) in STRAY DOGS IN ALL ZONES OF BBMP on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the **Terms of Reference**.
2. The EOI is open to all Animal welfare Organizations registered in Animal welfare Board of India and registered veterinary practioners. The Service providers can participate in all the eight zones. The decision to allot more than one zonal projects depends on the total number of eligible agencies who participate in the process across the eight BBMP Zones.
3. The EOI includes the following documents:
   - 3.1. Section 1 - Letter of Invitation
   - 3.2. Section 2 - Information to Service Provider
   - 3.3. Section 3 - Technical Proposal - Standard Forms
   - 3.4. Section 4 - Financial Proposal - Standard Forms
   - 3.5. Section 5 - Terms of Reference
   - 3.6. Section 6 - Standard Form of Contract.

Yours sincerely,

Joint Director (Animal Husbandry)

BRUHATH BENGALURU MAHANAGARA PALIKE

SECTION II – INFORMATION TO SERVICE PROVIDER

1. Introduction

1.1. The BBMP Joint Director (Animal Husbandry), invites EOI for IMPLEMENTING MASS DOG VACCINATION(ANTI-RABIES & COMBINED VACCINE) in STRAY DOGS IN BBMP ZONES on outsourced basis for a period of 12 months, which may be extended by another 12 months based on performance. More details on the Services are provided in the Terms of Reference. The EOI is open to all Animal welfare Organizations registered in Animal welfare Board of India and Registered Veterinary practitioners. The decision to allot more than one zonal projects depends on the total number of eligible agencies who participate in the process across BBMP eight zones. Following are the estimated cost of zones:

Sl No	Zones	50% of the Dog Population (2023 Survey)	Total cost Estimated of Tender (EOI) per year
1	East	18843	49,93,395
2	West	11013	29,18,445
3	South	11621	30,79,565
4	RR Nagar	20633	54,67,745
5	Dasarahalli	10611	28,11,915
6	Bommanahalli	19592	51,91,880
7	Yelahanka	18172	48,15,580
8	Mahadeva Pura	29186	77,34,290
Total		139671	3,70,12,815

1.2. The Service Provider must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, Service Provider are encouraged to pay a visit to the location before submitting a Proposal, and to attend a pre-proposal conference as per the EOI schedule. Attending the pre-proposal conference is optional.

1.3. Please note that the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and the Client is not bound to accept any of the Proposals submitted.

1.4. It is Government of Karnataka's (GOK) policy to require that Service Provider observe the highest standard of ethics during the execution of contracts. In pursuance of this policy, the GOK:

1.4.1. defines, for the purposes of this provision, the terms set forth below as follows:

1.4.1.1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

1.4.1. "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

1.4.2. Will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

1.4.3. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

1.4.4. Will have the right to require that, GOK to inspect Service Provider's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.5. Service Provider shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub para.

1.6. Service Provider shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated above and GCC.

2. Clarification and Amendment of EOI Documents

2.1. Clarifications on the EOI may be sent to Karnataka public Procurement website https://kppp.karnataka.gov.in/At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by a firm, modify the EOI documents by amendment. Any amendment shall be issued in writing as addendum/corrigendum. Addendum/corrigendum will be published in Karnataka public Procurement website https://kppp.karnataka.gov.in/. The Client may at its discretion extend the deadline for the submission of EOI Proposals.

3. Preparation of EOI Proposal

3.1. Service Providers are requested to submit a EOI Proposal written in the English language.

Sl.	Staff Position	WEST, SOUTH , DASARAHALLI	EAST, RAJARAJESWARI NAGARA, YELAHANKA,MAHADEVAPURA, BOMMANAHALLI ZONES
1	Qualified, Registered Veterinary Practitioner	1	2
2	Stray dog catchers	4	8
3	Vehicles with GPS	1	2
4	Drivers	1	2
5	Data entry Operator	1	1

3.2. The Technical Proposal envelope should contain following documents per zone, Service Providers should submit all the documents which is mandatory to continue for considering technical evaluation:

1.	AWBI registration certificate for Animal welfare Organizations.
2.	Indian Veterinary Council/Karnataka Veterinary Council for Regd. Veterinary Practitioner
3.	GST registration certificate if applicable.
4.	EPF registration certificate if applicable.
5.	ESI registration certificate f applicable.
6.	Annual Turnover statement of three years 2021-22, 2022-23, 2023-24certified by Chartered Accountant. (Half of the estimated value of the tender in any one of the last three years i.e, 2021-22, 2022-23, 2023-24) (Applicable to Organisations only)
7.	Audited Balance Sheet, 2021-22, 2022-23, 2023-24(Applicable for Organisations only)
8.	Audited Profit & Loss Statement 2021-22, 2022-23, 2023-24 (Applicable to Organisations only)
9.	IT returns of past 3years, 2021-22, 2022-23, 2023-24. (Applicable to Organisations only)
10	Affidavit as per format enclosed.
11	A detailed description of the proposed methodology
12	CV of the following staff:
13	Technical Proposal Submission Form
14	Details of Service Provider
15	TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE
16	Original/notarized documents to be submitted for verification, verification date will be intimated.

Sl.	Staff Position	WEST, SOUTH , DASARAHALLI ZONES	EAST, RAJARAJESWARI NAGARA, YELAHANKA,MAHADEVAPURA, BOMMANAHALLI ZONES
1	Qualified, Registered Veterinary Practitioner	1	2
4	Stray dog catchers	4	8
6	Vehicles with GPS	1	2
7	Drivers	1	2
8	Data entry Operator	1	1

3.3. The Technical Proposal shall not include any financial information.

3.4. The rate fixed for MDV per dog is as below:

No.	Mass Dog Vaccination per Street Dog
1	**Rs.265/-** (Includes Cost of Anti Rabies Vaccine and Service charges for ARV,CV & Microchipping**)**

Sl.No	Description	Unit rate
2	**Mass Dogs Vaccination (MDV) – Cost of Anti-Rabies Vaccine & Service charges of Anti-Rabies Vaccination, Combined Vaccine administration and Microchipping for Stray Dogs** • ARV, Combined Vaccination for stray dogs under this program. The rate quoted includes all the costs associated such as Anti Rabies Vaccine, Manpower, vehicle transportation cost and all other cost for administration of Anti-Rabies Vaccine, Combined Vaccine and Microchipping under BBMP wards in field level and any other task involving vaccination assigned by BBMP. • Combined Vaccine and Microchip will be supplied by BBMP.	Rs.265

Note:

3.5. The Service providers can participate for all the eight zones. The decision to allot more than one zonal projects depends on the total number of eligible agencies who participate in the process across the eight zones of BBMP.

3.6. The Proposals must remain valid for 90 days after the submission date, during this period; the Service provider is expected to keep available the staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the Service Provider who do not agree have the right not to extend the validity of their proposals.

4. Submission, Receipt, and Opening of Proposals

4.1. The proposal shall be Submitted through KPPP portal. The Service Provider should submit the EOI proposals on or before the due date and time specified in the EOI Schedule.

4.2. The Technical Bids will be opened in KPPP portal on the date and time as specified in the EOI Schedule.

5. Proposal Evaluation

General

5.1. From the time the proposals are opened to the time the contract is awarded, if any Service Provider wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the EOI. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the Service Provider's proposal.

Evaluation of Technical Proposals

5.2. The evaluation committee appointed by the Client evaluates the proposals. The Service Provider should submit all the documents, if any one of the below mentioned document is not uploaded then the bid will be rejected.

<table>
<tr><td>1.</td><td>AWBI registration certificate for Animal welfare Organizations.</td></tr>
<tr><td>2.</td><td>Indian Veterinary Council/Karnataka Veterinary Council for Regd. Veterinary Practitioner</td></tr>
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<tr><td>12.</td><td>CV of the following staff:
<table>
<tr><th>Sl.</th><th>Staff Position</th><th>WEST, SOUTH , DASARAHALLI ZONES</th><th>EAST, RAJARAJESWARI NAGARA, YELAHANKA,MAHADEVAPURA, BOMMANAHALLI ZONES</th></tr>
<tr><td>1</td><td>Qualified, Registered Veterinary Practitioner</td><td>1</td><td>2</td></tr>
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<tr><td>8</td><td>Data entry Operator</td><td>1</td><td>1</td></tr>
</table></td></tr>
<tr><td>13.</td><td>Technical Proposal Submission Form</td></tr>
<tr><td>14.</td><td>Details of Service Provider</td></tr>
<tr><td>15.</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
<tr><td>16.</td><td>Original/notarized documents to be submitted for verification, verification date will be intimated.</td></tr>
</table>

- All documents to be submitted within the due date of EOI submission, physical submission of documents at a later date or on verification day will not be entertained

Opening and Evaluation of proposals,

5.3. After the technical evaluation is completed, the Client will reject the bids who did not qualify as per the technical proposals. The Client shall open those financial bids who are qualified in the technical evaluation.

5.4. If multiple Service Providers participates in the EOI and gets technically qualified, then the decision to allot more than one zonal projects depends on the total number of eligible agencies who participate in the process across BBMP.

5.5. The Service Provider should pay and ensure that minimum wages as per labour act is paid to its employees. The ESI, PF and Bank transfer details of its employees should be provided.

6. Negotiations

6.1. Negotiations will be held at the address indicated in the EOI schedule. The aim is to reach agreement on all points and sign a contract.

6.2. The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Service Provider will initial the agreed contract.

7. Award of Contract

7.1. The contract will be awarded following negotiations. After negotiations are completed, the Client will notify other Service Provider on the shortlist that they were unsuccessful.

7.2. The tentative date of Assignment is from December - 2024

7.3. Within 21 days of receipt of Notification of Award, the successful Service Provider shall submit the Details of Staff deputing of all the manpower proposed for deployment at the Client's locations. The Client shall review the details of all the manpower proposed by the successful Service Provider. The successful Service Provider shall post the manpower at site only after receiving approval of the Client.

7.4. Within 21 days of the receipt of notification of award from the Client, the successful Service Provider shall furnish the **Fixed Security Deposit(5% of EOI amount).**

8. Confidentiality

8.1. Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the Service Provider who submitted the proposals or to other persons not officially concerned with the process, until the winning Service Provider has been notified that it has been awarded the contract.

9. Purchaser's right to vary Quantities at Time of Award

9.1 The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 % of the quantity, without any change in unit price or other terms and conditions.

10. Purchaser's Right to Accept Any EOI and to Reject Any or All EOIs

10.1The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Service Provider/s

11. Service Providers will be debarred as per the KTPP act.

12. Any Service Provider from a country which shares a land border with India will be eligible to bid in this tender only if the Service Provider is registered with the Competent Authority.

13. Period of Validity of EOIs

13.1Service Providers shall remain valid for 90 days after the deadline for submission of tenders prescribed by the Purchaser. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, the Purchaser may solicit the Service Provider/s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing.

SECTION III – TECHNICAL PROPOSAL – STANDARD FORMS

1. Technical Proposal Submission Form

[To be submitted on company letter head]

Date: …./…./……..

To,

Joint Director (Animal Husbandry),
N.R.Square, Bangalore-02.

Dear Sir/Madam,

EOI Ref. No.

Subject: Technical Proposal for ……. zone

We, the undersigned, offer to IMPLEMENT MASS DOG VACCINATION DRIVE (MDV) - ARV & COMBINED VACCINE by using Proper identification Method in STRAY DOGS IN BBMP ……..ZONE, for the above in accordance with your Request for Proposal vide no. ……. dated …./…./…….. We are hereby submitting our Proposal which includes this Technical Proposal and a Financial Proposal.

If negotiations are held during the period of validity 90 days of the Proposal, we undertake to negotiate. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:	
Name:	
Title:	
Company Seal:	

2. Details of Service Provider'

Sl.	Particulars	Details				
1.	Company Name					
2.	Address of Registered Office					
3.	Contact Details	Landline				
		Mobile				
		Fax				
		Email				
4.	Director / CEO details	Name				
		Landline				
		Mobile				
		Fax				
		Email				
5.	Authorized Signatory for this EOI	Name				
		Landline				
		Mobile				
		Fax				
		Email				
		[Service Provider should submit ***Power of Attorney*** authorizing to submit proposal and to represent the company for this EOI]				
6.	Branch Offices	Sl.	City	State	Address	Landline
		1.				
		2.				
7.	Total Number of Staff Employed on bid submission date	Sl.	Designation		No of Staff Employed	
		1.				
		2.				
			Total			

Authorized Signature:	
Name:	
Title:	
Company Seal:	

3. Description of the methodology and work plan for performing the assignment

The Service provider should submit their proposed methodology and work plan to implement MDV

Authorized Signature:	
Name:	
Title:	
Company Seal:	

4. Format of Annual Turnover Statement

[To be printed on letter head of Chartered Accountant.]

[Should be duly signed and certified by Chartered Accountant]

The Annual Turnover of M/s _____ during the

past three years is given below.

Sl.	**Financial Year**	**Turnover (in Rupees)**
1.	2021-22	
2.	2022-23	
3.	2023-24	

We certify that the above turnover statement is true and correct.

Signature of Chartered Accountant	
Seal of Chartered Accountant	
Registration Number	
Name of Chartered Accountant	
UDIN	
Date	
Place	

5. Format of Affidavit

[To be submitted by Service Provider's authorized person on Stamp Paper of Rs. 200/-]
[The affidavit shall be notarized]

AFFIDAVIT

This affidavit is executed by M/s ……. on day ____,
Year ____, having its registered office at ……
……for the Request for Proposal of
BRUHATH BENGALURU MAHANAGARA PALIKE for
…… vide reference no.
…….dated …./…./……..

We / I hereby declare and undertake on oath as follows:

1. We / I that all the information, documents, testimonials, certificates, etc., submitted by us for the above-mentioned proposal are all correct and genuine.
2. We / I declare that the Purchase Order, Invoices, Certifications, proof of payment, Certificates, etc. submitted by us are correct and genuine.
3. We / I declare that our firm / company M/s. …… is not blacklisted or de-registered by any Government / Quasi Government / other organization.
4. We / I declare that we / I will not default in the submission of Tax Deducted at Source (TDS), Provident Fund, ESI, etc.
5. We / I declare that we / I will not violate any of the provisions of the Indian Labour Law.
6. We / I are aware that if one or more of the above declarations and undertakings are found to have been violated/breached, then We / I shall be blacklisted by BRUHATH BENGALURU MAHANAGARA PALIKE for the period of five years.

Identified by me:

Deponent

Advocate

Name:

Title:

Company:

Date:

Place:

6. Details of the existing contracts

	Name and Address of the organization, Name, Designation and Telephone / Fax No. of the officer concerned	Details regarding the contract	Value of Contract (Rs.)	Duration of Contract	
				From	**To**
				DD/MM/YY	DD/MM/YY
A					
B					
C					
	Additional information, if any				

The above format may be used to provide requisite details.

Authorized Signature:	
Name:	
Title:	
Company Seal:	

SECTION IV – FINANCIAL PROPOSAL – STANDARD FORMS

1. Financial Proposal Submission Form

To,

Joint Director (Animal Husbandry),
N.R.Square, Bangalore-02.

Dear Sir/Madam,

EOI Ref. No.

Subject: Financial Proposal for ……. zone

The rate fixed per MDV is as below:

SlNo.	Service Charges (Vaccination, ARV, CV& Microchipping)
1	**Rs.265/-** (Includes Cost of Anti Rabies Vaccine and Service charges for ARV,CV & Microchipping **)**

SECTION V – TERMS OF REFERENCE (TOR)

1.Background

Implementing Mass Dog Vaccination (MDV) Drive in stray dogs in all the zones of BBMP:

Sl No	Zones	50% of the Dog Population (2023 Survey)	Total cost Estimated of Tender (EOI) per year @ Rs 265/-
1	East	18843	49,93,395
2	West	11013	29,18,445
3	South	11621	30,79,565
4	RR Nagar	20633	54,67,745
5	Dasarahalli	10611	28,11,915
6	Bommanahalli	19592	51,91,880
7	Yelahanka	18172	48,15,580
8	Mahadeva Pura	29186	77,34,290
Total		139671	3,70,12,815

Concise Statement of Objectives

This EOI is being published to appoint the service provider to implement the Mass Dog Vaccination (MDV) Drive in stray dogs for a period of 12 months, extendable by another 12 months based on the performance.

Annexure-1 Catching Protocols

a) Service providers should use WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP Mobile application to carry out MDV drive.
b) Catching should be carried out in the assigned wards systematically as per SOP, ensuring greater vaccination coverage.

1. **Annexure-2 Mass Dog Vaccination (MDV) Drive** Mass drive Anti-Rabies Vaccination (MDV), Combined Vaccination

    a) Service providers should use WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP to carry out Mass Dog Anti-Rabies Vaccination (MDV), Combined Vaccination and Microchipping.
    b) Vaccination Drive should be carried out during the cool hours of the day between 6.30 am to 10.00 am for a minimum of 25 days in a month.
    c) Proper aseptic measures have to be followed during Vaccination Drive.
    d) Teams should carry out systematic ward-wise Mass drive Anti-Rabies Vaccination (MDV), Combined Vaccination and Microchipping with help of

WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP

e) Vaccines have to be maintained in the cold chain always (Vaccines should not be frozen). Uninterrupted power supply should be maintained ensuring that cold-chain is not affected.
f) Teams should visit each and every street in a particular ward and ensure at least 70% of the estimated dog population is vaccinated to maintain herd immunity.
g) Service providers should give prior intimation to concerned ward volunteers, feeders and animal activists so that coverage of vaccination is improved.
h) Blanket/Ring vaccination should be carried out only based on instructions of concerned zonal assistant directors.
i) While carrying out MDV programe, unneutered dogs after vaccination should be handed over to ABC service provider of that particular zone.

Annexure-3 Record Maintenance

1. Records as to be maintained as per ABC rules 2023 and as per the orders issued by BBMP time to time.
    a) Should maintain log books for Medicines, Anti-Rabies vaccine, Combined Vaccine and Microchipused during MDV indicating the batch number, date of manufacturing, date of expiry of the medicine and vaccines, the same shall be produced during inspection.
    b) If any stray dogs in their zones needs immediate first-aid or shows adverse reaction to vaccination, the treatment shall be given by the service provider at their own cost till dog recovers and dog shall be released as per Veterinarians opinion. Schedule for Completion of Tasks

The Service Provider shall start the services within 15 days from the date of work order.

Composition of Review Committee to Monitor Service Providers Work

The services provided by the Service Provider will be reviewed and monitored by the Monitoring Committee.

Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

Service Provider shall maintain a record system to provide readily available information on as per ABC Rules 2023 and as per the orders issued by BBMP time to time.

List of Positions whose CV and Experience would be evaluated

The list of positions whose CV and Experience will be evaluated is available in Data Sheet at 3.3.3

SECTION VI – CONTRACT OF SERVICE PROVIDER'S SERVICES

1. Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the …... day of the month of ……, 2024, **BETWEEN** on the one hand, ……. (Hereinafter called the "Client") **AND** on the other hand, …… (Hereinafter called the "Service Provider").

WHEREAS

A. the Client has requested the Service Provider to provide certain services as defined in the EOI document, GCC (General Conditions of Contract attached to this Contract (hereinafter called the "Services");
B. the Service Provider, having represented to the Client that they have the required professional skills, and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1) The following documents attached hereto shall be deemed to form an integral part of this Contract:
   a) The General Conditions of Contract (hereinafter called "GC");
   b) The Special Conditions of contract (hereinafter called "SC");
   c) EOI document
   d) Terms of reference
2) The mutual rights and obligations of the Client and the Service Provider shall be as set forth in the Contract, in particular:
   a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
   b) the Client shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND BEHALF OF
BRUHATH BENGALURU MAHANAGARA PALIKE

By, JD AH

FOR AND BEHALF OF
[Name of Service Provider]

By [Authorized Signatory]

2. General Conditions of Contract

2.1. General Provisions

2.1.1 Definitions

1) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

   a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

   b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

   c) “Effective Date” means the date on which this Contract comes into force.

   d) “Contract Price” means the price to be paid for the performance of the Services;

   e) "GCC" means these General Conditions of Contract;

   f) "Government" means the Government of Karnataka;

   g) "Local currency" means Indian National Rupee;

   h) "Party" means the Client or the Service Provider, as the case may be, and Parties means both of them;

   i) "Personnel" means persons hired by the Service Provider or by any Sub-Service Provider as employees and assigned to the performance of the Services.

   j) "SCC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

   k) "Services" means the work to be performed by the Service Provider pursuant to this Contract as described in TOR; and

   l) ‘Third party” means any person or entity other than the Government, the Client, the Service Provider.

2.1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

2.1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

2.1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail specified in this EOI.

2.1.5 Location

The Services shall be performed at such locations as are specified in the EOI.

2.1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Service Provider may be taken or executed by the officials specified in the EOI.

2.1.7 Taxes and Duties

The Service Provider shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.

It is the responsibility of the Service Provider to strictly abide by the Indian Labour Laws and Acts, including but not limited to payment of TDS, PF, ESI, Service Tax to the Government.

2.2. Commencement, Completion, Modification, and Termination of Contract

2.2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties.

2.2.2 Commencement of Services

The Service Provider shall begin carrying out the Services within fifteen (15) days after the date the Contract becomes effective.

2.2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.2.7, this Contract shall terminate at the end of 12 months, which may be extended by another 12 months based on the performance.

2.2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties or as instructed by BBMP.

2.2.5 Force Majeure

1 Definition

a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2 No Breach of Contract

a) The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

3 Extension of Time

b) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.2.6 Suspension

The Client may by written notice of suspension to the Service Provider, suspend all payments to the Service Provider hereunder if the Service Provider fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Service Provider to remedy such failure within a period not exceeding 7 days after receipt by the Service Provider of such notice of suspension.

2.2.7 Termination

1 By the Client

a) The Client may terminate this Contract, by not less than 30 days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (b) through (e) of this Clause 2.2.7 (1) and 30 days in the case of the event referred to in (g):

b) if the Service Provider do not remedy a failure in the performance of their obligations under the Contract, within 7 days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

c) if the Service Provider become insolvent or bankrupt;

d) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than 30 days; or

e) if the Service Provider, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

f) For the purpose of this clause:

i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

ii) “Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Service Provider (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

g) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

h) Service Provider and their staff if fails to strictly adhere to the Information Technology Act 2000 and its subsequent amendments at all times

2 By the Service Provider

i) The Service Provider may terminate this Contract, by not less than ninety (90) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (i) through (iii) of this Clause 2.2.7 (2):

i) if the Client fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue;

ii) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Service Provider may have subsequently approved in writing) following the receipt by the Client of the Service Provider’ notice specifying such breach;

iii) if, as the result of Force Majeure, the Service Provider are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

3 Cessation of Rights and Obligations

j) Upon termination of this Contract pursuant to Clause GCC 2.2.7, or upon expiration of this Contract pursuant to Clause GCC 2.2.3, all rights and obligations of the Parties hereunder shall cease, except:

i) such rights and obligations as may have accrued on the date of termination or expiration;

ii) the obligation of confidentiality set forth in Clause GCC 2.3.3 hereof;

iii) any right which a Party may have under the Applicable Law.

4 Cessation of Services

k) Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GCC 2.2.7 (1) or GCC 2.2.7 (2) hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Service Provider and equipment and materials furnished by the Client, the Service Provider shall proceed as provided, respectively, by Clauses GCC 2.3.7 and GCC 2.3.8.

5 Payment upon Termination

l) Upon termination of this Contract pursuant to Clauses 2.2.7 (1) or 2.2.7 (2), the Client shall make the following payments to the Service Provider:

i) Payment for Services satisfactorily performed prior to the effective date of termination;

ii) except in the case of termination pursuant to paragraphs (b) and (c) of Clause 2.2.7 (1), reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.3 Obligations of the Service Provider

2.3.1 General

iii) The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods, and as per ABC rules 2023. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers

to the Client, and shall at all times support and safeguard the Client's legitimate interests.

2.3.2 Conflict of Interest

1 Service Provider Not to Benefit from Commissions, Discounts, etc.

a) The remuneration of the Service Provider pursuant to Clause 2.6 shall constitute the Service Provider' sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the staff, shall not receive any such additional remuneration.

2 **Procurement Rules of Funding Agencies**

a. The service provider should not collect any funding from the agencies.

3 Service Provider and Affiliates Not to engage in certain Activities

a. The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and their affiliates, be disqualified from providing services for any project resulting from or closely related to the Services.

4 Prohibition of Conflicting Activities

a. Neither the Service Provider nor the staff shall engage, either directly or indirectly, in any of the following activities:

i. during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

ii. after the termination of this Contract, such other activities as may be specified in this EOI.

2.3.3 Confidentiality

The Service Provider, and the staff of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

2.3.4 Insurance to Be Taken Out by the Service Provider

It shall be the responsibility of the Service Provider to obtain necessary and required insurance(s) to all their staff posted at the Clients locations.

2.3.5 Service Provider' Actions Requiring Client's Prior Approval

1) The Service Provider shall obtain the Client's prior approval in writing before taking any of the following actions:

   a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Service Provider and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Service Provider shall remain fully liable for the performance of the Services by the Sub-Service Provider and its staff pursuant to this Contract;

2.3.6 Reporting Obligations

The service provider should report:

1) Mass Dog Vaccination (MDV) done

2.3.7 Documents Prepared by the Service Provider to be the Property of the Client

The Service provider shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. All Intellectual Property Rights (IPR) of the data, information, etc. created, generated, written, prepared, etc. shall be the sole property of the Client.

2.4 Service Provider' Personnel

2.4.1 Description of personnel

As defined at 3.3.1.

2.4.2 Removal and/or Replacement of personnel

1) Except as the Client may otherwise agree, no changes shall be made in the staff. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the staff, the Service Provider shall forthwith provide as a replacement a person of equivalent or better.

2) If the Client finds that any of the staff have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the staff, then the Service Provider shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

3) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of staff.

4) In case the staffs of service provider want to resign during the contract period, the staff shall provide a notice period of 90 days to the Client or the notice period approved by client on a case-to-case basis.

5) In case the Client wants to replace any staff, the Service Provider shall replace the staff within 30 days or as per the time period specified by the Client on a case-to-case basis.

2.5 Obligations of the Client

2.5.1 Assistance and Exemptions

a) Unless otherwise specified, the Client shall use its best efforts to ensure that the appropriate measures are taken for the prompt and effective implementation of the Services;

2.5.2 Services and Facilities

Services as per TOR.

2.6 Payments to the Service Provider

2.6.1 Lump Sum Remuneration

The Salary to the staff should be paid as per theLabour Act notified by LabourDepartment government of Karnataka.

2.6.2 Contract Price

The Contract price is as below:

The rate fixed is as below:

No.	Service Charges (Vaccination, ARV, CV& Microchipping)
1	**Rs.265/-** (Includes Cost of Anti Rabies Vaccine and Service charges for ARV,CV & Microchipping **)**

2.6.3 Payment for Additional Services

Nil.

2.6.4 Terms and Conditions of Payment

a) Payment will be made month wise on submission of satisfactory services rendered, upon verification with WVS MOBILE APPLICATION OR ANY OTHER APPLICATION DECIDED BY BBMP app, with vehicle GPS reports & submission of acceptance certificate (of such satisfactory services) by concerned Zonal assistant directors, Animal husbandry and confirmation of the same by the zonal joint commissioners, after verification of the data collected through the WVS MOBILE APPLICATION OR

ANY OTHER APPLICATION DECIDED BY BBMP application and submission of details of Log book of Autoclaved Instruments details, Medicines, sutures, vaccine details used on stray dogs.

b) Penalties:

i. The service provider has to conduct ARV, Combined Vaccine and to minimum 70% of the total estimated ward population of stray dogs and should submit vehicle GPS reports as a proof.

ii. No relocation of stray dogs are permissible and if there is proof of the service provider indulging in such relocations then the service will be terminated with immediate effect , also SD amount will be forfeited, and action will be initiated as per the ABC rules 2023.

iii. Penalty upto 5% will be deducted from the Monthly Bill for reported and verified cases of uploading duplicate vaccination photos in Mobile Application (that is repeated uploading of same and wrong photos of vaccination)and not following proper aseptic measures during vaccination. In cases of serious negligence on the part of Service Provider, it will be viewed seriously and the services of such Service provideris liable to be terminated with immediate effect.

2.6.5 Interest on Delayed Payments

Nil.

2.7 Settlement of Disputes

2.7.1 Amicable Settlement

Save where expressly stated to the contrary in this agreement, any dispute, difference or controversy of whatever nature between the parties, how so ever arising under, out of or in relation to this agreement, shall in the first instance be attempted to be resolved amicably by meetings between the parties.

2.7.2 Place of Jurisdiction

All the matters pertaining to court will be in the city of Bangalore Jurisdiction only.

2.7.3 Arbitrations:

1) Any dispute which is not resolved amicably shall be finally settled by binding Arbitration, with the Chief Commissioner, BBMP serving as the sole Arbitrator. The place of Arbitration shall ordinarily be the Chief Commissioner's Office. The parties agree the decision or award resulting from such Arbitration shall be final and binding upon the parties.

Pending the submission of and / or decision on a dispute, the parties shall continue to perform their respective obligations under this agreement without prejudice to a final adjustment in accordance with such Arbitration award.

2.8 Security Deposit

a) Within 21 days of Notification of Award, the successful Service Provider shall furnish fixed security deposit to the Purchaser shall be for the 5% of the total estimated amount, valid upto 60 days after the date of completion of performance obligations under this contract.

b) Discharge of the fixed security deposit shall take place not later than 90 days following the date of completion of the Service Provider's performance obligations under the contract.

c) In the event of any contractual amendment, the Service Provider shall, within 28 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for 60 days after the completion of performance obligations.

2.9 Risk Clause

The Service provider shall at all times have standby arrangements for carrying out the work under the Contract in case of failure of the existing arrangement. BBMP reserve the right for termination of the contract at any time by giving one month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderers at the cost, risk and responsibilities of service provider and excess expenditure incurred on account of this will be recovered by BBMP from the service provider Security Deposit or by raising a separate claim.

a. All necessary reports and other information will be handed over to BBMP on a mutually agreed basis and regular meetings will be held with the BBMP

b. Service provider and its staff shall take proper and reasonable precautions to preserve from loss, destructions, waste or misuse the areas of responsibility given to them by the BBMP and shall not knowingly lend to any person or company any of the effects or assets of the BBMP under its control.

c. In the event of loss/damage of equipment etc. at the premises of the BBMP due to negligence/carelessness of service provider staff, if established after a joint enquiry, then the service provider shall compensate the loss to the institution.

d. The service provider or its representative/s shall meet BBMP representative/s regularly to take feedback regarding the services. The service provider will also maintain a suggestion book for comments on the services rendered by it.

e. The service provider shall, in performing its part of this Agreement, ensure the safety of the building and the persons working in or visiting the premises and shall indemnify BBMP

for any loss or damage caused by any act of the service provider or its employees or staff etc.

f. The service provider shall not assign or sublet this Agreement or any part thereof to any third party without the approval of BBMP

g.Training on behavior aspects and ethics must be done regularly. BBMP ways of working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

f. Licenses if any required for services at the site will be procured by the service provider.

g.Any loss caused to the life and property due to negligence or dereliction of duty of the engaged service provider is to be indemnified by the service provider upto the entire satisfaction of the concerned office.

h. The service provider should have insurance facility of the 110% of contract value including tax.

Checklist for Documents to be submitted

[IMPORTANT NOTICE: The following checklist of documents should be submitted by the Service Provider in this bid. The following list is only an illustrative list and not the complete list of documents. Service Providers may please note that, in case one or more documents as required in the tender document are not submitted in the bid, as per the format mentioned in the EOI document and in clear & readable format, before the EOI due date and time, then the bid submitted by the Service Provider shall be liable for outright rejection. The Client shall not accept any document which have not been uploaded before the EOI due date and time. Therefore, the Service Providers are requested to read the EOI document carefully and submit/upload the complete list of documents as required in the EOI document.]

<table>
<tr><td>1</td><td>AWBI registration certificate for Animal welfare Organizations .</td></tr>
<tr><td>2</td><td>Indian Veterinary Council/Karnataka Veterinary Council for Regd. Veterinary Practitioner</td></tr>
<tr><td>3</td><td>GST registration certificate if applicable.</td></tr>
<tr><td>4</td><td>EPF registration certificate if applicable.</td></tr>
<tr><td>5</td><td>ESI registration certificateif applicable.</td></tr>
<tr><td>6</td><td>Annual Turnover statement of three years 2021-22, 2022-23, 2023-24certified by Chartered Accountant. (Half of the estimated value of the tender in any one of the last three years i.e, 2021-22, 2022-23, 2023-24) (Applicable to Organisations only)</td></tr>
<tr><td>7</td><td>Audited Balance Sheet, 2021-22, 2022-23, 2023-24(Applicable for Organisations only)</td></tr>
<tr><td>8</td><td>Audited Profit & Loss Statement 2021-22, 2022-23, 2023-24 (Applicable to Organisations only)</td></tr>
<tr><td>9</td><td>IT returns of past 3years, 2021-22, 2022-23, 2023-24. (Applicable to Organisations only)</td></tr>
<tr><td>10</td><td>Affidavit as per format enclosed.</td></tr>
<tr><td>11</td><td>A detailed description of the proposed methodology</td></tr>
<tr><td>12</td><td>CV of the following staff:
<table>
<tr><th>Sl.</th><th>Staff Position</th><th>WEST, SOUTH , DASARAHALLI ZONES</th><th>EAST, RAJARAJESWARI NAGARA, YELAHANKA,MAHADEVAPURA, BOMMANAHALLI ZONES</th></tr>
<tr><td>1</td><td>Qualified, Registered Veterinary Practitioner</td><td>1</td><td>2</td></tr>
<tr><td>4</td><td>Stray dog catchers</td><td>4</td><td>8</td></tr>
<tr><td>6</td><td>Vehicles with GPS</td><td>1</td><td>2</td></tr>
<tr><td>7</td><td>Drivers</td><td>1</td><td>2</td></tr>
<tr><td>8</td><td>Data entry Operator</td><td>1</td><td>1</td></tr>
</table></td></tr>
<tr><td>13</td><td>Technical Proposal Submission Form</td></tr>
<tr><td>14</td><td>Details of Service Provider</td></tr>
<tr><td>15</td><td>TERMS OF REFERENCE acceptance and signature on all the pages of TERMS OF REFERENCE</td></tr>
<tr><td>16</td><td>Original/notarized documents to be submitted for verification, verification date will be intimated.</td></tr>
</table>